

In re:
Rudolf G. Berzins
Debtor

Case No. 16-15598-jkf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: Virginia
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jun 29, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 01, 2017.

db +Rudolf G. Berzins, 610 Cider Mill Lane, Perkasio, PA 18944-4082

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 01, 2017

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 29, 2017 at the address(es) listed below:

ALBERT JAMES MILLAR on behalf of Creditor PA Dept of Revenue RA-occbankruptcy3@state.pa.us,
RA-occbankruptcy6@state.pa.us

JEREMY JOHN KOBESKI on behalf of Creditor Toyota Motor Credit Corporation paeb@fedphe.com

MARIO J. HANYON on behalf of Creditor Toyota Motor Credit Corporation paeb@fedphe.com

MARTIN A. MOONEY on behalf of Creditor TD BANK, N.A. tshariff@schillerknapp.com,
ahight@schillerknapp.com

MATTEO SAMUEL WEINER on behalf of Creditor Toyota Motor Credit Corporation
bkgroup@kmlawgroup.com

PHILLIP D. BERGER on behalf of Creditor Customers Bank, f/k/a New Century Bank
berger@bergerlawpc.com, kaufmann@bergerlawpc.com

REBECCA K. MCDOWELL on behalf of Creditor Customers Bank, f/k/a New Century Bank
rmcdowell@slgcollect.com, pwirth@slgcollect.com

STEPHEN VINCENT BOTTIGLIERI on behalf of Creditor Delaware County Tax Claim Bureau
steve@bottiglierilaw.com, ecfnnotice@comcast.net

THOMAS I. PULEO on behalf of Creditor Toyota Motor Credit Corporation tpuleo@kmlawgroup.com,
bkgroup@kmlawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

ZACHARY PERLICK on behalf of Debtor Rudolf G. Berzins Perlick@verizon.net,
pirelandl@verizon.net

TOTAL: 12

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Rudolf G. Berzins	<u>Debtor</u>	CHAPTER 13
Toyota Motor Credit Corporation		
	<u>Movant</u>	NO. 16-15598 JFK
vs.		
Rudolf G. Berzins	<u>Debtor</u>	
William C. Miller	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the Vehicle Retail Installment Contract ("Agreement") referenced in the Motion is **\$1,632.13**, which is itemized as follows:

Post-Petition Payments:	March 28, 2017 through May 28, 2017 at \$547.54/month
Minus Refund of NSF Charge:	(\$10.00)
Minus Suspense Balance:	(\$0.49)
Total Post-Petition Arrears	\$1,632.13

2. The Debtor shall cure the aforesaid arrearage, while maintaining ongoing contractual mortgage payments, in the following manner:

a). Beginning in June 2017 and continuing through November 2017, until the arrearages are cured, Debtor shall pay the regular contractual monthly installment payment of **\$547.54** under the Agreement (or as adjusted under terms of the Agreement) on or before the eighteenth (18th) day of each month, with late charges being assessed after the 28th of the month (or as adjusted under the terms of the Agreement), plus an additional installment payment of **\$272.02** towards the cure of the arrearage on or before the last day of each month;

b). Debtor shall maintain contractual monthly installment payments due under the Agreement thereafter;

c). Debtor shall use the following payment address when mailing all payments:

Toyota Motor Credit Corporation
P.O. Box 9490
Cedar Rapids, Iowa 52409-9490

3. Should Debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event that the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court, upon which the Court shall enter an Order granting the Movant relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3), which the parties hereby agree to waive with respect to any such order.

5. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

7. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the Agreement, and applicable law.

8. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 7, 2017

By: /s/ Matteo S. Weiner, Esquire
Matteo S. Weiner, Esquire
Thomas I. Puleo, Esquire
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322 FAX (215) 627-7734
Attorneys for Movant

Date: 6/15/17

Zachary Perlick
Zachary Perlick, Esquire
Attorney for Debtor

Date: 6/23/17

William C. Miller **NO OBJECTION**
William C. Miller, Chapter 13 Trustee

Approved by the Court this 29th day of June, 2017. ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

Jean K. Fitzsimon
Bankruptcy Judge
Jean K. Fitzsimon